

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 2657753		PAGE 1 OF 20	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DE-RQ75-06SW57753	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Donna Hause				b. TELEPHONE NUMBER (No collect calls) 417/891-2650	
6. SOLICITATION ISSUE DATE 08/03/2006		8. OFFER DUE DATE/LOCAL TIME 8/17/2006 NOON					
9. ISSUED BY U.S. Department of Energy Southwestern Power Administration 2858 South Golden/P.O. Box 3337 Springfield, MO 65808				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO DOE, Southwestern Power Administration 2858 South Golden, Springfield, MO 65807		16. ADMINISTERED BY DOE, Southwestern Power Administration P.O. Box 3337, Springfield, MO 65808		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DOE, Southwestern Power Administration One West Third Street Tulsa, OK 74103-3502			
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Furnish labor, equipment and material to service and maintain two 150 KVA Uninterruptible Power Systems and Station Battery Systems, per the attached Statement of Work. Base Period: Period of Performance from September 1, 2006 thru August 31, 2007 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			1	YR		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Option Year 1 Performance from September 1, 2007 thru August 31, 2008	1	YR		
1	Option Year 2 Performance from September 1, 2008 thru August 31, 2009	1	YR		
1	Option Year 3 Performance from September 1, 2009 thru August 31, 2010	1	YR		
1	Option Year 4 Performance from September 1, 2010 thru August 31, 2011	1	YR		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

SECTION C – CONTRACT CLAUSES**Clauses Incorporated In Full Text****C.01 52.252-2 – Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil>

(End of Clause)

C.02 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Feb 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (4) [Reserved]
- ☒ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (Oct 1995) of 52.219-6.
 - ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
 - ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
 - ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).
 - ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
 - ☐ (iii) Alternate II (Oct 2001) of 52.219-9.

- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ☐ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ☒ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (23) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).
- ☐ (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
☐ (ii) Alternate I (Jan 2004) of 52.225-3.
☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ☐ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

- ☐ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ☒ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ☐ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ☐ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ☒ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

Employee Class
Electrician/Electronic Maintenance

Monetary Wage – Fringe Benefits

- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records

Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
- (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.03 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the expiration of the contract.

C.04 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

Clauses Incorporated by Reference

C.03 52.212-4 - Contract Terms and Conditions--Commercial Items (Sep 2005)

C.04 52.246-20 – Warranty of Services (May 2001)

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGES</u>	<u>DATE</u>
1	Statement of Work	2	07/01/05
2	Drawing – UPS System	1	
3	Drawing – UPS Riser Diagram	1	06/02/94
4	Wage Determination 94-2312, Rev. 23	9	05/24/06

SECTION E - SOLICITATION PROVISIONS**Provisions Incorporated In Full Text****E.01 52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil>

(End of Provision)

E.02 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Mar 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 01(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled y one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.]
- (3) Taxpayer Identification Number (TIN).
 - ☐ TIN:_____.
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government;
- (4) Type of organization.
 - ☐ Sole proprietorship;
 - ☐ Partnership;
 - ☐ Corporate entity (not tax-exempt);
 - ☐ Corporate entity (tax-exempt);
 - ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;
 - ☐ International organization per 26 CFR 1.6049-4;

- ☐ Other _____.
- (5) ☐ Common parent.
- ☐ Offeror is not owned or controlled by a common parent:
- ☐ Name and TIN of common parent:
- Name _____
- TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months
(check the Employees column if size standard stated in the
solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____].

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It ☐ is, ☐ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) *Representations required to implement provisions of Executive Order 11246 --*
 - (1) Previous contracts and compliance. The offeror represents that --
 - (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It ☐ has, ☐ has not, filed all required compliance reports.
 - (2) *Affirmative Action Compliance.* The offeror represents that --
 - (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
 - (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)
 - (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g) (1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of Provision)

E.03 52.217.5 – EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.03 52.212-1 - Instructions to Offerors-Commercial Items (Jan 2006)

SECTION F. SECURITY REQUIREMENTS

SECURITY REQUIREMENTS FOR UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS – GENERAL (October 2005)

- (a) *Approval.* In accordance with DOE Order 142.3, *Unclassified Foreign Visits and Assignments Program*, before a visit or assignment can take place at a Southwestern Power Administration (Southwestern) facility and/or site, a request for access by the foreign national must be approved by the Southwestern Facility Security Officer (FSO). Therefore Southwestern must be notified in advance of any foreign visits or foreign assignments. This includes subcontractor employees.
- (b) *Definition of Facility Security Officer.* The term “facility security officer” means the individual at the facility assigned the responsibility of administering the requirements of the Safeguards and Security Program within the facility
- (c) *Definition of Assignment.* The term “assignment” means foreign national for more than 30 consecutive calendar days, but less than 2 full, consecutive years (24 consecutive months). An assignment may be extended for additional periods of up to 2 years each after required reviews and approvals are completed for each extension. Approval for assignments will be suspended any time a foreign national assignee is unable to prove he/she is legally present in the United States.
- (d) *Definition of Foreign National.* The term “foreign national” means an alien, which is a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under United States Law.
- (e) *Definition of Host.* The term “host” means the Southwestern or Southwestern contractor employee responsible for the day-to-day activities associated with the successful accomplishment or a visit or assignment. A foreign national who is a Southwestern or Southwestern contractor employee may be a host. A sensitive country national cannot host another foreign national from any sensitive country.
- (f) *Definition of National of a State Sponsor of Terrorism.* The term “national of a state sponsor of terrorism” means a foreign national who was born in, is a citizen of, is employed by, or represents a government, company, institution, or other organization based on a country on the Department of State’s List of State Sponsors of Terrorism.
- (g) *Definition of Nonsensitive Country National.* The term “nonsensitive country national” means a foreign national who was who was born in, is a citizen of, is employed by, or represents a government, company, organization, or institution that is located in a country not on the Sensitive Countries List or the Terrorist Countries List.
- (h) *Definition of Sensitive Countries List.* The term “sensitive countries list” means a list of countries to which particular consideration is given for policy reasons during the DOE internal review and approval process for visits and assignments by foreign nationals.

Countries may appear on the list for national security, nuclear nonproliferation, or terrorism support reasons.

- (i) *Definition of State Sponsors of Terrorism.* The term “state sponsors of terrorism” means countries that have been identified by the Department of State as sponsors of groups and/or activities which support terrorist activities and are on the List of State Sponsors of Terrorism.
- (j) *Definition of Visit.* The term “visit” means access by a foreign national for 30 calendar days or less. Approval for visits will be suspended any time a foreign national assignee is unable to prove he/she is legally present in the United States.
- (k) *Contractor Responsibilities.* Each foreign national working, under this acquisition document, that may visit or be assigned to work on a Southwestern facility and/or site must complete the *Unclassified Foreign Visit/Assignment Request Information (Short Format)* Form attached to this acquisition document and submit it to the Contracting Officer’s Representative within 15 calendar days after the award date.
- (l) *Contracting Officer’s Representative Responsibilities.* As the host of a foreign national, the Contracting Officer’s Representative (COR) is responsible for ensuring compliance with all access approval requirements for the visit or assignment. This includes collecting and ensuring all the information, including biographical information, regarding the visit or assignment is accurate and complete. The COR will then forward the completed *Unclassified Foreign Visit/Assignment Request Information (Short Format)* Form to the FSO.
- (m) *FSO Responsibilities.* The FSO will input the information into the Foreign Access Central Tracking System (FACTS), which is the Department of Energy’s official national database of information on unclassified foreign visits and assignments. The FSO will document this information into the FACTS no later than the first day of access. The FSO will have the final determination on approving or denying any visit or assignment. The FSO will also prepare a Specific Security Plan to address specific site security concerns relating to foreign national visits or assignments. Each foreign national visit or assignment must be covered by an approved Specific Security Plan that addresses the sensitivity factors (including area type to be visited, determination of whether information containing sensitive subjects will be shared, and affiliation with sensitive countries or countries identified as state sponsors of terrorism) and the results of any FSO reviews.
- (n) *Non-Sensitive Countries.* If the foreign visitor or assignee is from a non-sensitive country, the COR must submit the information to the Facility Security Officer a minimum of 30 calendar days in advance of the visit or assignment.
- (o) *Sensitive Countries.* If the foreign visitor or assignee is from a sensitive country, the information must be forwarded to the FSO a minimum of 45 calendar days in advance of the visit or assignment. The following countries are considered to be sensitive: Algeria; Armenia; Azerbaijan; Belarus; China, People’s Republic of; Georgia; Hong Kong; India; Iraq; Israel; Kazakhstan; Kyrgyzstan (Kyrgyz Republic); Macau; Moldova; Pakistan; Russia; Stateless; Taiwan; Tajikistan; Turkmenistan; Ukraine; and Uzbekistan.

- (p) *State Sponsors of Terrorism.* Access requests for nationals of state sponsors of terrorism require approval by both the FSO and the Under Secretary of Energy before final approval determination. The following countries are on the (Sensitive) Terrorist Countries List: Cuba; Iran; Korea, North; Libya; Sudan; and Syria.
- (q) *Subcontracts.* The Contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (a) are applicable to performance of the subcontract.

(End of Clause)

**STATEMENT OF WORK
UNINTERRUPTIBLE POWER SYSTEMS
AND
STATIONARY BATTERY SYSTEM**

This requirement is to perform preventative maintenance on the EPE Technologies Uninterruptible Power Supply (UPS) System Model# EP56150/44,66,P Serial# 53262-01&03, Square-D 150KVA Parallel UPS Module, Model# SSC750 and two strings of 40 Northstar batteries, Part# NSB170FT.

Period of Performance: 1 September 2006 through 31 August 2007.

The contractor shall perform full preventative maintenance on the government UPS system. This service will be provided at the 2858 S. Golden, Springfield, MO. 65808.

A. Service Includes:

- (1) Guaranteed 4 hours, outside response, 7 days/week, and 24 hours/day.
- (2) All maintenance performed by EPE Technologies (Square-D) certified engineers.
- (3) 100% coverage for parts on the power system.
- (4) 100% labor and travel coverage 7 days a week.
- (5) Battery disposal will be completed and supported with EPA documentation as required by EPA. Through the manufacturer if possible. One manufacturer recommended Semi-Annual and Annual Preventative Maintenance visits for the UPS system, scheduled by the government.
- (6) One annual and three quarterly Preventative Maintenance visits for the Battery system scheduled by the government.

B. Semi-Annual UPS Services:

- (1) Perform a temperature check on all breakers, connections, and associated controls, repair and/or report all high temperature areas
- (2) .Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, major components, and rack integrity.
- (3) Check air filters for cleanliness. Clean as required.
- (4) Check modules completely (rectifier and inverter boards, power capacitors, capacitor vent caps extruded 1/8").
- (5) Measure, verify, certify, and record maintenance readings.
- (6) Inspect evidence of corrosion, cracks, leakage, and ventilation.
- (7) Ensure proper connections, tighten/replace as needed.
- (8) Provide written report of findings and review with government's technical representative for required repairs/replacements.

C. Annual UPS Service – Includes the listed above and the following:

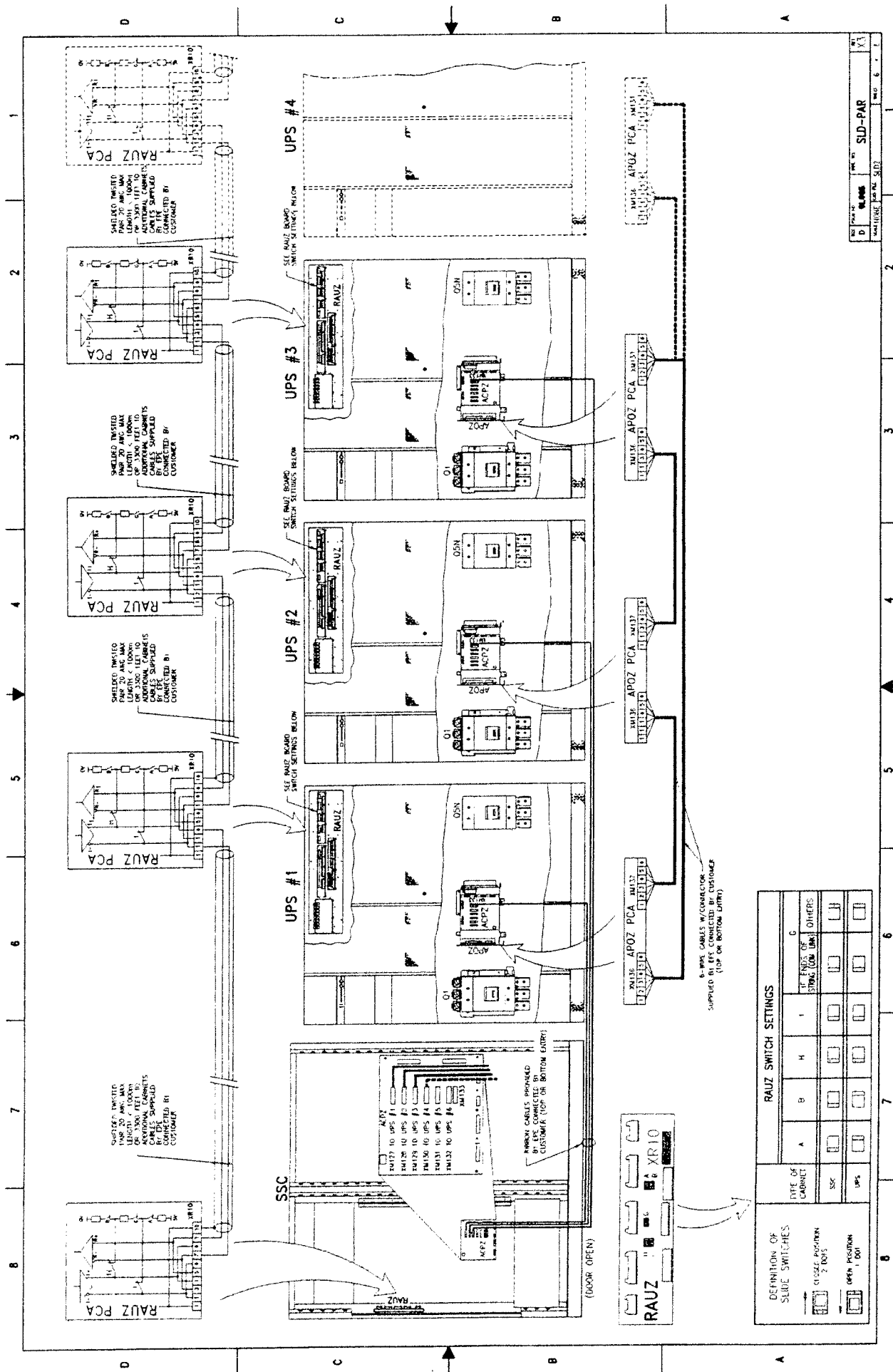
- (1) Check parts and connections for broken wire, heat stress/discoloration and replace as needed.
- (2) Re-tighten all connections to specifications.
- (3) Check fuses on the DC capacitor deck for continuity.
- (4) Perform operational test of the system including unit transfer and battery discharge. Calibrate and record all electronics to system specifications.
- (5) Install and/or perform Engineering Modifications as needed.
- (6) Measure and record voltage power levels, phase to phase input voltage/currents DC bus ripple, total float voltage, connection resistance, and internal impedance.
- (7) Provide detailed written report of findings and review with government for required repairs/replacement.

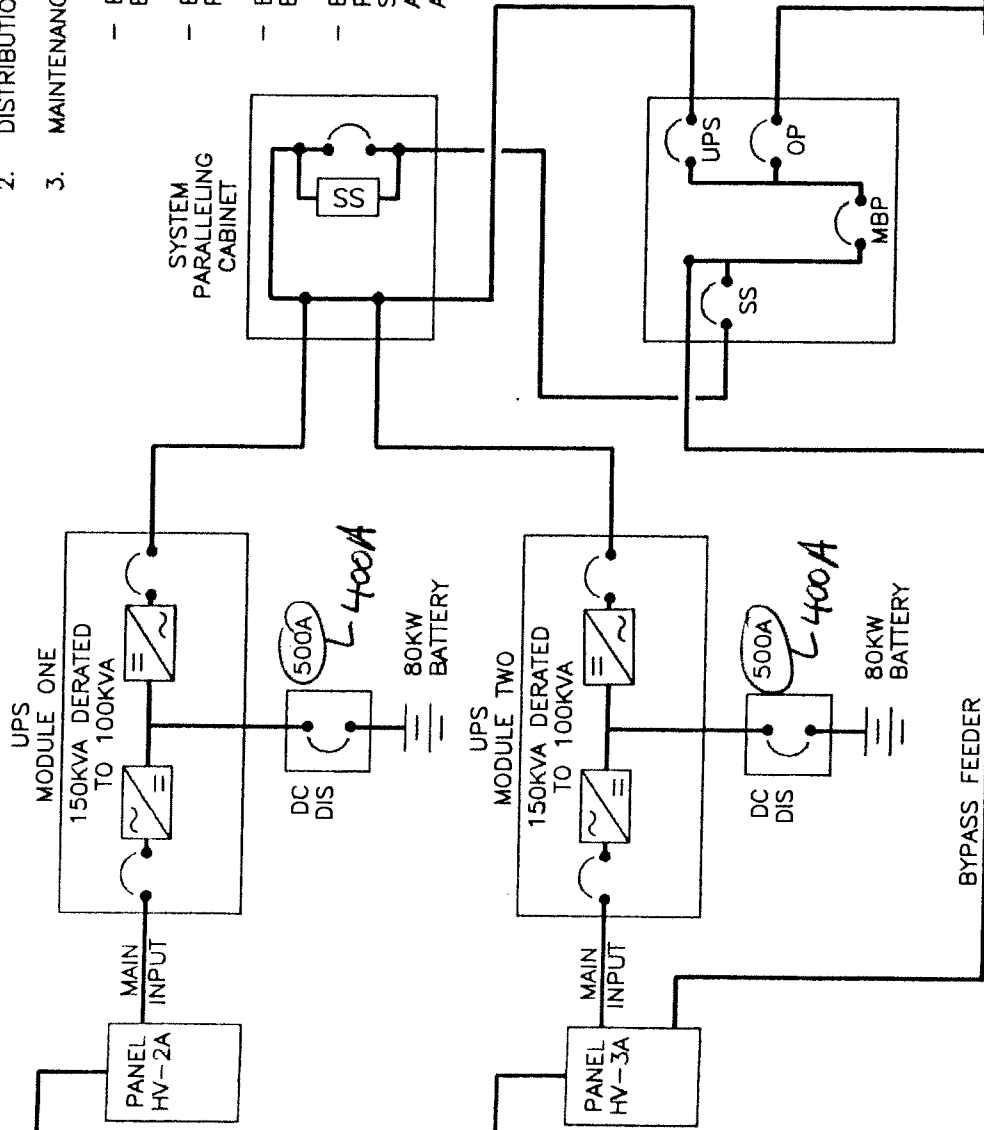
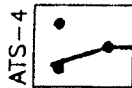
D. Quarterly Battery Inspection Service:

- (1) Verify individual battery float voltage using a calibrated accurate 0.10% digital voltmeter with a 4.5 digital display.
- (2) Measure and record ambient battery room temperature.
- (3) Disconnect and perform cleaning of all accessible battery terminals and cell surfaces as required.
- (4) Grease (oil) straps and terminals where required.
- (5) Check torque on battery racks, frames, and braces.
- (6) Remove all deposits, dust, and debris from battery area.
- (7) Inspect cells for physical abnormalities.
- (8) Inspect all DC connections for abnormalities.
- (9) Analyze battery readings and apply an equalize voltage for 12 hours if necessary.
- (10) Load test and record individual batteries that have abnormal readings.
- (11) Remedy all unsatisfactory conditions as required, including any follow-up repair visits. Fill out a separate battery report/check list and include operational, maintenance, and repair recommendations for work not covered in the statement of work.

E. Annual Battery Service:

- (1) Record and verify that all battery electrical connections are properly torqued value for the particular cell type.
- (2) Measure and record all inter-cell battery connection resistances that appear to be defective, using a calibrated digital micro-ohmmeter.
- (3) Perform a battery load test using a hand held battery load tester to determine individual battery capacity.
- (4) Record and analyze for overall battery system operation.





PROPOSED UPS RISER DIAGRAM

NO SCALE

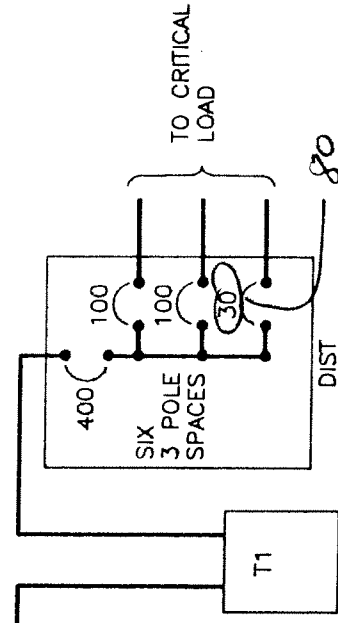
CUSTOM AIR & POWER SYSTEMS, INC.
6520 W. 110th ST. SUITE 206C
OVERLAND PARK, KS 66211

SOUTHWEST POWER ADMIN. CENTER		
Scale: NONE	Sheet No.	
Date: 6-2-94	E1	
Project No: 94308.00		

NOTES:

1. TRANSFORMER 'T1' IS 480V TO 120/208V WYE. 112.5 KVA, DOUBLE SHIELDED ISOLATION TYPE K20 RATED.
2. DISTRIBUTION PANEL IS 400A MAIN, 120/208-3Ø-4W.
3. MAINTENANCE BYPASS PANEL DESCRIPTION:

- BREAKER 'SS' IS THE STATIC SWITCH AND SYSTEM BYPASS FEED.
- BREAKER 'OP' IS THE OUTPUT BREAKER TO T1
- BREAKER 'UPS' IS THE UPS OUTPUT ISOLATION BREAKER.
- BREAKER 'MBP' IS THE SYSTEM MAINTENANCE BY-PASS BREAKER FOR 'MAKE BEFORE BREAK' TOTAL SYSTEM ISOLATION. BREAKER IS NORMALLY OPEN AND KEPT INTERLOCKED WITH SCC TO PREVENT IN ADVERTANT CLOSURE INTO UPS INVERTER OUTPUT.



94-2312 MO,SOUTHERN MISSOURI

WAGE DETERMINATION NO: 94-2312 REV (23) AREA: MO,SOUTHERN MISSOURI

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD:94-2311

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2312
Revision No.: 23
Date Of Revision: 05/24/2006

State: Missouri

Area: Missouri Counties of Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, Madison, Maries, McDonald, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.83
01012 - Accounting Clerk II	10.51
01013 - Accounting Clerk III	11.79
01014 - Accounting Clerk IV	13.86
01030 - Court Reporter	13.34
01050 - Dispatcher, Motor Vehicle	13.49
01060 - Document Preparation Clerk	9.85
01070 - Messenger (Courier)	8.35
01090 - Duplicating Machine Operator	9.85
01110 - Film/Tape Librarian	11.04
01115 - General Clerk I	7.92
01116 - General Clerk II	8.86
01117 - General Clerk III	11.16
01118 - General Clerk IV	13.87
01120 - Housing Referral Assistant	14.71
01131 - Key Entry Operator I	9.75
01132 - Key Entry Operator II	10.65
01191 - Order Clerk I	9.08
01192 - Order Clerk II	11.61
01261 - Personnel Assistant (Employment) I	11.57
01262 - Personnel Assistant (Employment) II	11.78
01263 - Personnel Assistant (Employment) III	13.41
01264 - Personnel Assistant (Employment) IV	15.11
01270 - Production Control Clerk	14.71
01290 - Rental Clerk	11.17
01300 - Scheduler, Maintenance	11.48
01311 - Secretary I	11.40
01312 - Secretary II	12.75
01313 - Secretary III	14.22
01314 - Secretary IV	15.81

01315 - Secretary V	18.49
01320 - Service Order Dispatcher	11.86
01341 - Stenographer I	10.26
01342 - Stenographer II	11.73
01400 - Supply Technician	15.87
01420 - Survey Worker (Interviewer)	13.08
01460 - Switchboard Operator-Receptionist	9.54
01510 - Test Examiner	13.34
01520 - Test Proctor	13.34
01531 - Travel Clerk I	10.26
01532 - Travel Clerk II	11.05
01533 - Travel Clerk III	11.78
01611 - Word Processor I	9.85
01612 - Word Processor II	11.55
01613 - Word Processor III	13.34
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.48
03041 - Computer Operator I	11.48
03042 - Computer Operator II	13.34
03043 - Computer Operator III	15.40
03044 - Computer Operator IV	16.48
03045 - Computer Operator V	18.29
03071 - Computer Programmer I (1)	15.36
03072 - Computer Programmer II (1)	18.60
03073 - Computer Programmer III (1)	23.60
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.19
03102 - Computer Systems Analyst II (1)	27.29
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.49
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.83
05010 - Automotive Glass Installer	14.33
05040 - Automotive Worker	14.33
05070 - Electrician, Automotive	15.34
05100 - Mobile Equipment Servicer	12.90
05130 - Motor Equipment Metal Mechanic	15.74
05160 - Motor Equipment Metal Worker	14.33
05190 - Motor Vehicle Mechanic	15.74
05220 - Motor Vehicle Mechanic Helper	12.12
05250 - Motor Vehicle Upholstery Worker	13.96
05280 - Motor Vehicle Wrecker	14.33
05310 - Painter, Automotive	15.11
05340 - Radiator Repair Specialist	14.33
05370 - Tire Repairer	10.96
05400 - Transmission Repair Specialist	15.74
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.03
07010 - Baker	11.94
07041 - Cook I	8.82
07042 - Cook II	9.45
07070 - Dishwasher	7.38
07130 - Meat Cutter	11.73
07250 - Waiter/Waitress	8.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.57
09040 - Furniture Handler	10.52
09070 - Furniture Refinisher	14.62
09100 - Furniture Refinisher Helper	12.95
09110 - Furniture Repairer, Minor	13.09
09130 - Upholsterer	13.29
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.06

11060 - Elevator Operator	8.54
11090 - Gardener	12.17
11121 - House Keeping Aid I	7.87
11122 - House Keeping Aid II	8.54
11150 - Janitor	10.23
11210 - Laborer, Grounds Maintenance	10.38
11240 - Maid or Houseman	7.87
11270 - Pest Controller	12.38
11300 - Refuse Collector	9.29
11330 - Tractor Operator	11.31
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	11.53
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.70
12071 - Licensed Practical Nurse I	11.95
12072 - Licensed Practical Nurse II	13.40
12073 - Licensed Practical Nurse III	14.99
12100 - Medical Assistant	11.00
12130 - Medical Laboratory Technician	11.21
12160 - Medical Record Clerk	9.27
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.99
12222 - Nursing Assistant II	10.10
12223 - Nursing Assistant III	11.02
12224 - Nursing Assistant IV	12.36
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	18.39
12312 - Registered Nurse II	22.51
12313 - Registered Nurse II, Specialist	22.51
12314 - Registered Nurse III	27.25
12315 - Registered Nurse III, Anesthetist	27.25
12316 - Registered Nurse IV	32.62
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.07
13011 - Exhibits Specialist I	18.13
13012 - Exhibits Specialist II	22.20
13013 - Exhibits Specialist III	24.73
13041 - Illustrator I	18.13
13042 - Illustrator II	22.20
13043 - Illustrator III	24.73
13047 - Librarian	20.03
13050 - Library Technician	11.69
13071 - Photographer I	12.16
13072 - Photographer II	15.34
13073 - Photographer III	19.91
13074 - Photographer IV	24.34
13075 - Photographer V	30.59
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.92
15030 - Counter Attendant	7.92
15040 - Dry Cleaner	9.89
15070 - Finisher, Flatwork, Machine	7.92
15090 - Presser, Hand	7.92
15100 - Presser, Machine, Drycleaning	7.92
15130 - Presser, Machine, Shirts	7.92
15160 - Presser, Machine, Wearing Apparel, Laundry	7.92
15190 - Sewing Machine Operator	10.50
15220 - Tailor	11.10
15250 - Washer, Machine	8.67
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.08
19040 - Tool and Die Maker	20.47

21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	13.79
21020 - Material Coordinator	15.51
21030 - Material Expediter	15.51
21040 - Material Handling Laborer	11.24
21050 - Order Filler	10.87
21071 - Forklift Operator	11.37
21080 - Production Line Worker (Food Processing)	11.69
21100 - Shipping/Receiving Clerk	11.27
21130 - Shipping Packer	11.27
21140 - Store Worker I	9.23
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.37
21210 - Tools and Parts Attendant	11.69
21400 - Warehouse Specialist	11.69
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	16.80
23040 - Aircraft Mechanic Helper	12.94
23050 - Aircraft Quality Control Inspector	19.67
23060 - Aircraft Servicer	14.45
23070 - Aircraft Worker	15.30
23100 - Appliance Mechanic	17.69
23120 - Bicycle Repairer	10.96
23125 - Cable Splicer	19.93
23130 - Carpenter, Maintenance	15.55
23140 - Carpet Layer	16.54
23160 - Electrician, Maintenance	16.91
23181 - Electronics Technician, Maintenance I	14.63
23182 - Electronics Technician, Maintenance II	18.96
23183 - Electronics Technician, Maintenance III	19.91 *
23260 - Fabric Worker	14.18
23290 - Fire Alarm System Mechanic	16.95
23310 - Fire Extinguisher Repairer	13.27
23340 - Fuel Distribution System Mechanic	18.41
23370 - General Maintenance Worker	14.03
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.57
23430 - Heavy Equipment Mechanic	16.37
23440 - Heavy Equipment Operator	17.84
23460 - Instrument Mechanic	16.95
23470 - Laborer	12.47
23500 - Locksmith	14.65
23530 - Machinery Maintenance Mechanic	18.39
23550 - Machinist, Maintenance	14.39
23580 - Maintenance Trades Helper	11.45
23640 - Millwright	16.95
23700 - Office Appliance Repairer	16.05
23740 - Painter, Aircraft	15.28
23760 - Painter, Maintenance	14.18
23790 - Pipefitter, Maintenance	20.25
23800 - Plumber, Maintenance	19.75
23820 - Pneudraulic Systems Mechanic	16.95
23850 - Rigger	16.95
23870 - Scale Mechanic	15.10
23890 - Sheet-Metal Worker, Maintenance	16.67
23910 - Small Engine Mechanic	15.10
23930 - Telecommunication Mechanic I	18.41
23931 - Telecommunication Mechanic II	19.15
23950 - Telephone Lineman	18.41
23960 - Welder, Combination, Maintenance	13.84
23965 - Well Driller	16.74
23970 - Woodcraft Worker	16.95
23980 - Woodworker	12.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.50

24580 - Child Care Center Clerk	12.05
24600 - Chore Aid	8.19
24630 - Homemaker	13.88
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.89
25040 - Sewage Plant Operator	16.08
25070 - Stationary Engineer	16.89
25190 - Ventilation Equipment Tender	12.30
25210 - Water Treatment Plant Operator	16.08
27000 - Protective Service Occupations	
(not set) - Police Officer	17.54
27004 - Alarm Monitor	12.25
27006 - Corrections Officer	15.86
27010 - Court Security Officer	16.70
27040 - Detention Officer	15.86
27070 - Firefighter	15.87
27101 - Guard I	9.14
27102 - Guard II	14.49
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.10
28020 - Hatch Tender	15.10
28030 - Line Handler	15.10
28040 - Stevedore I	14.64
28050 - Stevedore II	16.05
29000 - Technical Occupations	
21150 - Graphic Artist	19.07
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.57
29024 - Archeological Technician II	16.30
29025 - Archeological Technician III	20.18
29030 - Cartographic Technician	22.20
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.19
29040 - Civil Engineering Technician	18.84
29061 - Drafter I	11.97
29062 - Drafter II	13.90
29063 - Drafter III	18.13
29064 - Drafter IV	22.20
29081 - Engineering Technician I	12.38
29082 - Engineering Technician II	14.38
29083 - Engineering Technician III	18.75
29084 - Engineering Technician IV	22.96
29085 - Engineering Technician V	28.37
29086 - Engineering Technician VI	33.99
29090 - Environmental Technician	22.20
29100 - Flight Simulator/Instructor (Pilot)	27.29
29160 - Instructor	19.56
29210 - Laboratory Technician	18.55
29240 - Mathematical Technician	22.20
29361 - Paralegal/Legal Assistant I	15.21
29362 - Paralegal/Legal Assistant II	18.15
29363 - Paralegal/Legal Assistant III	22.86
29364 - Paralegal/Legal Assistant IV	27.69
29390 - Photooptics Technician	21.24
29480 - Technical Writer	29.03
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	18.33
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.54

29622 - Weather Observer, Upper Air (3)	16.54
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.56
31260 - Parking and Lot Attendant	10.54
31290 - Shuttle Bus Driver	14.72
31300 - Taxi Driver	9.23
31361 - Truckdriver, Light Truck	13.38
31362 - Truckdriver, Medium Truck	15.46
31363 - Truckdriver, Heavy Truck	16.85
31364 - Truckdriver, Tractor-Trailer	16.85
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.33
99030 - Cashier	7.65
99041 - Carnival Equipment Operator	8.43
99042 - Carnival Equipment Repairer	8.96
99043 - Carnival Worker	7.18
99050 - Desk Clerk	8.41
99095 - Embalmer	19.13
99300 - Lifeguard	10.52
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.71
99500 - Recreation Specialist	12.82
99510 - Recycling Worker	10.50
99610 - Sales Clerk	10.97
99620 - School Crossing Guard (Crosswalk Attendant)	9.10
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	16.25
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.56
99660 - Surveying Aide	9.40
99690 - Swimming Pool Operator	14.20
99720 - Vending Machine Attendant	8.55
99730 - Vending Machine Repairer	10.93
99740 - Vending Machine Repairer Helper	9.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative,

or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.